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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 **MICHELLE MAZUR, On Behalf of**
17 **Herself and all Others Similarly**
18 **Situated,**

18 Plaintiff,

19 v.

20 **EBAY, INC., HOT JEWELRY**
21 **AUCTIONS.COM d/b/a JEWELRY**
22 **OVERSTOCK AUCTIONS.COM d/b/a**
23 **PARAMOUNT AUCTIONS, and DOES**
24 **1-100, inclusive**

23 Defendants.

Case No. C 07 3967 MHP

DECLARATION OF
MATTHEW A. SIROKA
IN SUPPORT OF PLAINTIFF'S
MOTION TO STRIKE
EXHIBIT A OF
DECLARATION OF
STEPHEN A. WALTERS

28 ///

1 Matthew A. Siroka, being of full age and discretion, certifies as follows:

2 1. I am an attorney duly licensed to practice law in the State of California and am the
3 attorney of record for the Plaintiff and the members of the Class in this action. I have personal
4 knowledge of the facts set forth herein, and, if called as a witness, I could and would competently
5 testify thereto.

6 2. Attached as Exhibit A is a true and correct copy of the Terms and Conditions of
7 Hot Jewelry Auctions.com (“HJA”) d/b/a Jewelry Overstock Auctions (“JOA”).

8 3. I declare under penalty of perjury under the laws of the United States that the
9 foregoing is true and correct.

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12 Dated: San Francisco, California
December 6, 2007

/s/ Matthew A. Siroka
Matthew A. Siroka

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28 [†] Admission pending to the New York State Bar.

Exhibit A



Questions? Call Us Toll Free 8am-3pm
1-800-264-2254 Los Angeles

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PRECIOUS Stones

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[Black Diamond Jewelry](#)
[Emerald Jewelry](#)
[Ruby Jewelry](#)
[Sapphire Jewelry](#)
[Tanzanite Jewelry](#)
[Tourmaline Jewelry](#)

SEMI-PRECIOUS Stones

[Amethyst Jewelry](#)
[Citrine Jewelry](#)
[Topaz Jewelry](#)
[Garnet Jewelry](#)

Jewelry TYPES

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The perfect gift ...



... for that special moment

TERMS & CONDITIONS

► [TERMS AND CONDITIONS](#)

TERMS AND CONDITIONS

TERMS AND CONDITIONS
Established by Hotjewelryauctions.com (HJA) for all auctions
BONDED AUCTION SERVICES

WELCOME TO HOTJEWELRYAUCTIONS.COM!
HOTJEWELRYAUCTIONS.COM (HJA) FOR ALL AUCTIONS

1 Minute Live Jewelry Auction
Home of eBay Titanium Powersellers
Real Jewelry Real Bargain Real Fun Real Time Real Deal
100% Fine Jewelry Up to 55% off Thrilling & Exciting Live Bidding Best Deals
One-time combined shipping for all participating auctions

- Order from factory to door at any price
- 100% Genuine & Certified 100%
- No hassles return, refund, exchange
- Do not miss this opportunity
- Satisfaction guaranteed 100%

COMPANY PROFILE

Hot Jewelry Auctions is the culmination of years of experience to achieve the best centralized system for all of your fine jewelry shopping.

Our bonded auction services allow all your purchases from listed Powersellers to be channeled here for safe, consolidated, and immediate fulfillment. Also, we will answer all of your questions promptly concerning listed items.

With some traditional jewelry store services such as:

- Certificate of Authenticity (free)
- Ring Sizing
- Appraisals

And some added conveniences such as:

- One time checkout & shipping charges

About Us

Company Profile
 Our Commitment
 FAQ's

Services

Pre-Auction Sale
 Order Status **NEW!**
 Gift Certificates

Appraisals
 Sizing

Bidding

Absentee Bids
 Realistic Expectations

Winning Bid
 Buyer's Premium

Bidding Tips

Payment

Our Checkout
 PayPal Direct
 Payment Reminders

Shipping

Tracking Shipment
 International Shipping
 Shipping Fees
 Shipping Policy

Returns

Types Of Return
 Return Policy
 Return Instructions
 Return Authorization

Customer Support

FAQ's
 Order Status
 Additional Time To Pay
 I Bid By Mistake
 Contact Us

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 subscribe to the Weekly Specials
 Email from HJA.com.



- Pre-Auction sale
- Insured & guaranteed delivery
- Centralized place for all communications

One source for all
 Managed over 1 million pieces of fine jewelry!

Hot Jewelry Auctions has been ordered by the select factories to clear at "any price". Clearances of overstocks, closeouts, overruns, samples, discontinued items, and cancelled customer orders in 10k, 14k and 18k directly from jewelry manufacturing facilities. Simply, they want to recover any costs of basic materials. Their options are to either **sell it or melt it down**.

You can have this fine jewelry at amazing bargain prices at our Live Auction events.

All this fine jewelry is brand new, genuine and has passed the factory's strict quality control standards. We offer 100% Satisfaction Guarantee. No Hassle, No Questions Asked return and refund policy. Your satisfaction is our top priority! You may return your merchandise for any reason if you're unsatisfied!

We urge you to read the detailed description of lots listed carefully, allowing you the ability to bid confidently.

You will now be able to save a tremendous amount of time and money by using Hotjewelryauctions.com as your central shopping center on Ebay.

Thank you and we wish you a wonderful shopping experience.
 Hotjewelryauctions.com staff

OUR COMMITMENT

- Satisfaction Guarantee 100%
- "No Hassle, No Questions Asked" return and refund policy
- Brand new jewelry with authenticity certificate
- On time and Insured Shipping
- Courteous staff
- Below wholesale prices direct from factory
- Easy consolidated checkout system
- Only 100% genuine gems & solid gold
- A beautiful design and finish at a great buy
- We honor all our Terms & Policies

BID WITH CONFIDENCE!

CONDITIONS OF SALE

Participating and/or bidding in this auction means that you acknowledge that you (Buyer) are in complete agreement with all Terms and Conditions of this auction sale as described herein. The following Terms and Conditions of Sale constitute Hot Jewelry Auctions and the Consignor's (if applicable) full and complete agreement with the Buyer relative to the property listed in this auction. All contents of this auction can be amended exclusively by HJA either by the posting of notices or by oral announcements made during the sale. The property will be offered by HJA unless it is indicated otherwise. As a prerequisite to participating in this auction, you acknowledge that you are bound by these terms and conditions including but not limited to the following:



BUYER'S PREMIUM

All items are subject to a **15% Buyer's Premium**. The Buyer's Premium is a fee traditionally charged by auction houses on the sale of fine goods. It is added to the winning bid/pre-auction sale price and is paid by the buyer as part of the total sale price. More specifically, auctioneers collect a premium to pay for their services (e.g. hosting a live auction event, advertising, authenticity guarantees, storage, and handling of merchandise).

PAYMENT METHODS

All payments must be made through PayPal. All major credit cards and e-checks are accepted through PayPal only. We are sorry but no personal checks, money orders or cashiers checks are accepted. When you are ready, click on the checkout button so we may process your order. You must make sure that your current e-mail address is the same e-mail address that is registered in your 'My eBay Preferences/Personal Information Page' to ensure proper communication. If you have Filters/Spam blockers, you may not receive communications from us and we may not be able to process your order.

It is recommended that you go through our automated secure checkout system. However, we understand that there are circumstances when manually paying for an item is useful. For your convenience, in addition to our automated checkout system, you also can pay directly to PayPal or we can simply process your credit card.

Please forward your PayPal payments to support@hotjewelryauctions.com, and indicate the eBay ID and transaction number of the items being paid for.

PAYMENT REMINDERS

The payment reminders are system generated. If you have made a payment recently, you may ignore these reminders as they may just be caused by a slight system delay.

Usually, payment reminder problems are associated with PayPal e-check payments. E-checks take time to clear, depending on your bank's policies and processing schedules. We cannot process your order until we receive PayPal confirmation that your check has cleared. During this wait, you would continue to receive payment reminders, which you can ignore.

I BID BY MISTAKE

Upon approval to bid and accepting terms & conditions within the Ebay Live Auctions platform. All bids are considered a legally binding contract. If for any reason it should occur that you are unable to fulfill your obligation, the buyer's premium must be met in order to cancel out the transaction. This will allow us to recap our live auction expenses. **NO EXCEPTIONS!**

We strongly encourage household pets of any kind be kept away from your bidding console along with underage children sitting upon your lap while working the live auctions. These are not excuses that will alleviate your obligation to a winning bid. If you anticipate only in viewing the auctions, please open "VIEW LIVE" console and not the one marked "BID NOW" during the live auction event. We conclude buyers having hit the space bar or moved their mouse wrong as to winning items unwillingly. These are still occurrences that happen on the bidders end holding your party responsible.

Procedure to have your winning bid to be cancelled and deleted:

1. You need to go through our checkout process, which at this time the buyer premium of 15% is calculated
2. You need to go to PayPal directly to pay for this premium. (Our checkout link will not accept partial payments)
3. Your bid will be cancelled and deleted from our system, once we receive confirmation of this payment from PayPal. If you do not have PayPal account, you need to pay with credit card. We will not report this to eBay as a strike against your account.

NON-PAYING BIDDERS / EXTENSION ON PAYMENT

HJA must receive payment within 7 days of the end of auction. If payment is not received within the 7 days, you will be in default and your right to the item(s) will automatically be forfeited. HJA will then file a Non-Paying Bidder Alert to eBay (which may result in you being suspended indefinitely from eBay) if we do not receive payment by the eighth day after the end of the auction. You must notify us of any special circumstances that would delay you from meeting our payment policy requirements. Request additional time to pay.

We will turn over all non-paying bidders to collections. Our collections agency will mail and call in order to get payment completed. If not completed, all information is then turned over to all three credit reporting agencies for a default on a contract.

SALES TAX

Unless exempted by law, the Buyer is required to pay California State Sales Tax of 8.25% (if located within California) and any compensating use tax of another state, and/or any federal luxury or other tax, on the total purchase price including the Buyer's premium (if any). Sales tax can only be avoided if Buyer furnishes HJA a valid resale permit or if the merchandise is shipped out of the State of California.

REFUND AND RETURNS POLICY

We are proud to have an unconditional, 'No Hassle-No Questions Asked' 7-day money back guarantee. Should you not be satisfied with your merchandise for any reason, you may return it within 7 days after receipt and receive a refund less all shipping & handling, insurance, bidder's premium and a 10% restocking fee. **NO EXCEPTIONS.**

Items for return/refund/exchange require an RMA number. RMA numbers are issued at www.hotjewelryauctions.com, under the Returns. **Items being returned w/o RMA numbers visibly written on the box will be refused.** Restocking fees, shipping fees, insurance fees, and 15% buyer's premium are not refundable. However, returns for credit/exchange may have the restocking fees waived.

TYPES OF RETURNS:

- **Return for Refund**

If you choose to receive a refund for your return, simply request a Return Merchandise Authorization (RMA) Number here. Please note that shipping, insurance, and the buyer's premium cannot be refunded.

- **Return for Store Credit**

You may opt to keep a store credit for future orders when you return your item(s). HJA will waive ALL FEES excluding shipping, using this option. You will need to obtain a RMA number here. Be sure to choose the Return for Store Credit option when obtaining an RMA number. New shipping charges apply.

- **Return for Exchange**

Item exchange is especially useful if you are not happy with your winning and prefer to have your item exchanged with same style or another style from our upcoming auctions. HJA welcomes item exchanges and waives ALL FEES excluding shipping. However, your replacement item will be shipped free of charge (you do not pay the shipping twice!). You still need to request an RMA number here. Make sure you choose Return for Item Exchange when submitting your request.

- **Items received Damaged**

All packages sent are insured! Not to worry, just send back the damaged item and replacement will be on its way in no time. Please request an RMA number here.

NOTE:

**** Items custom made and sized CANNOT BE RETURNED.**

**** We reserve the right to decline a refund to any customer who does not adhere to our feedback policy or fails to abide by our terms and conditions.**

RETURN SHIPPING INSTRUCTIONS

All items for return must be sent to us together with the RMA form within 7 days after you receive the package.

1. You must properly pack the merchandise and include the original jewelry gift pouch, jewelry tag, copy of the receipt and gemological report (if applicable).
2. We must be able to track merchandise being returned. Merchandise must be returned via USPS, UPS, or FedEx, and it must be insured.
3. Merchandise must be returned undamaged and in its original condition. We will generally issue a refund/exchange/store credit within 10 BUSINESS DAYS (excluding weekends & holidays) after we receive the returned merchandise.
4. **RMA NUMBER MUST BE MARKED VISIBLY ON OUTSIDE THE RETURNING PACKAGE.** We do not accept any package without RMA number.

SHIPPING & HANDLING

Your item(s) will be shipped within 7 to 10 business days (excluding weekends & holidays) after you complete the 'checkout' process and your payment is confirmed. Once your item is sent, you will receive a shipment confirmation and tracking number. To estimate the shipping costs, please click on the shipping fees under the shipping menu. We can combine orders for you if you checkout at one time within a 5 day period. Insurance will be included for all shipments. We are not responsible for any items that are lost, damaged or stolen while in transit. If you have any questions about insurance & shipping costs, please contact us before bidding. Please provide us with a physical residential or business address for delivery.

LATE SHIPMENTS / LOST PACKAGE IN TRANSIT

DOMESTIC SHIPMENTS ONLY

Once your package is shipped, you will receive a shipment confirmation and tracking number that you can use. Please allow 14 business days (excluding weekends & holidays) after you complete the 'checkout' process and your payment is confirmed, to receive your package.

Packages not received on time could be due to:

1-Delayed shipping

Due to release of item(s) from the factory (On rare occasions)

In this case, please be more patient for your package will be in your hand soon.

2-Your package is lost by the carrier,

Please check your tracking number for updated information, if tracking number of the carrier confirms that you package has a "lost status", then we will replace your item(s) upon availability.

*We will not be able to replace your lost items if the carrier tracking shows a "delivered status" on the shipment.

INTERNATIONAL & CUSTOMS

International Bidders are responsible for all taxes (Customs) associated with importation of Merchandise in their country (if applicable). Please carefully consider your final cost, after adding the import taxes (Customs) to your final prices. Please bid accordingly and carefully.

Do not ask us to declare lower prices for Customs!

We already have created suspicions with our existing and true prices.

DISPUTE RESOLUTION

Should a dispute occur between HJA and Buyer (the parties) that cannot be resolved, then the parties agree to the rules, regulations and procedures of the dispute resolution described below and agree to the following procedures for Resolution of the Dispute: If either party alleges that the other party is in default under this agreement, then the dispute or allegation shall be submitted for Binding Resolution to In-House Attorneys, P.C. in the City of Los Angeles, California. Each party shall simply present their own case (limited to a maximum of one hour for each party) to In-House Attorneys, P.C., excluding witnesses, expert witnesses and attorneys. The parties agree and acknowledge that they are completely waiving their rights to have the dispute heard in a conventional manner including the use of attorneys, arbitration, mediation and any civil court in California having jurisdiction over the dispute. Any award determined by In-House Attorneys, P.C. shall be binding and the prevailing party shall be awarded full reimbursement of its actual paid fees in connection with the dispute for the dispute remedy listed herein.

FEEDBACK

It is unreasonable for anyone to leave Negative Feedback considering that we have a "No Hassle-No Questions Asked" return & refund policy. Our reputation and your Complete Satisfaction are extremely important to us. "Positive Feedback" is always encouraged and greatly appreciated. If you leave us Positive Feedback, we will promptly provide you the same. Negative or Neutral Feedback is highly discouraged. If you are not satisfied with your purchase, please return it for a refund as per our return policy. Further, please allow us the opportunity to remedy any adverse situation. If you provide us with Negative or Neutral Feedback, you will automatically receive the same in return if we disagree. Our aim is to 'find a happy resolution' rather than resort to negative comments against each other. Please review eBay's Feedback Rules before resorting to leaving negative feedback. We expect that if you participate in our auction you will adhere to all of our terms, conditions, rules and policies.

FEEDBACK POLICY

We will leave you feedbacks only when we have received them first. If you want us to leave you feedbacks, you need to go ahead and leave us one FIRST. This is a way of you telling us that it is OK to leave feedbacks.

This practice of leaving feedback once received will protect members (wholesalers/resellers) that do not wish us to leave them feedbacks.

FEEDBACK DISPUTE RESOLUTION

If you leave Negative or Neutral Feedback against us and we do not agree, then you automatically and irrevocably agree to consent to Square Trade or eBay's feedback removal service to mediate the disputed Negative or Neutral Feedback, with the final result rendered by Square Trade or eBay being binding between the parties. If you fail to consent to Square Trade or eBay to mediate your disputed Negative or Neutral Feedback against us, then you are automatically in default per the terms of this agreement and you automatically and irrevocably authorize and instruct (without any written or verbal instructions) for Square Trade or eBay to remove your negative feedback against us. Your failure to respond to Hot Jewelry Auctions, eBay or Square Trades communications to you via Fax, U.S. Mail, e-mail or verbally either in person or by telephone requesting your participation to the mediation confirms your default and your full and irrevocable authorization for Square Trade or eBay to remove the Negative Feedback. For more information on Square Trade, please click here: www.squaretrade.com. Defamation, Slander & Libel claims made against us through posting Negative Feedback or other methods shall be resolved as per one or more of the

Dispute Resolution remedies listed below.

DESCRIPTION OF LOTS

HJA IS NOT A JEWELRY STORE and HJA do not provide any gemological evaluation and/or analysis of mounted or unmounted stones, finished or unfinished jewelry. HJA relies solely on the item descriptions provided by its Consignor(s) and or Gemological Laboratories. Item descriptions only represent an average material use by the Consignor(s), or Gemological Laboratories and in no way or case shall HJA or its Consigner(s), or Gemological Laboratories be held responsible for any inaccuracies or differences which could occur by examination of the item by other Gemological Laboratories or other experts in the field of grading gemstones and jewelry. HJA or its Consignor(s) are not responsible for errors and omissions in the description, glossary, or any supplemental material. The descriptions and any amendments thereto reflect HJA's Consignor's sole opinion of the item(s) being auctioned. All property is sold AS IS without any representations or warranties by HJA as to merchantability, fitness for a particular purpose, the correctness of the information or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the auction ad, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. HJA makes no representations and warranties, express or implied, as to whether the Buyer acquires any copyrights, including but not limited to, any reproduction rights in any property. HJA is not responsible for errors and omissions in the description, glossary, or any supplemental material. Written and oral descriptions are HJA's consignor's sole opinions and should in no way be considered as a guarantee of any kind whatsoever, including but not limited to, the age, condition, description of materials or any other feature of item(s) being sold. We only offer Refunds as described in the Refund Return Policy paragraph above. All sales shall be considered final. No statement written or oral made by HJA shall be deemed a warranty or assumption of liability by HJA or its consignor(s). All images shown are for identification purposes only and are not intended to represent the actual item(s), color or clarity of the item being auctioned. Multiples of the same item(s) may be auctioned with the same photo(s) and the item(s) may vary in appearance. HJA disclaims responsibility for, and prospective Buyers should not rely solely upon the details identifying metals, gemstones, weights, sizes, quality, condition or authenticity of any lot described or condition report. Buyers shall note that some natural gemstones may be processed by a variety of different techniques, including but not limited to, treatments using oil, heat, dyes and resins which offer an enhanced appearance. HJA will provide Buyers any available gemological certificates in HJA's possession. The item descriptions should, but May not necessarily state, whether these techniques have been used, and HJA make no representations or warranties, express or implied, as to whether any natural stones have been treated.

MANUFACTURER'S SUGGESTED RETAIL PRICE

REALISTIC EXPECTATIONS

Manufacturer's Suggested Retail Price (M.S.R.P.) price is set by the Manufacturer of this fine jewelry and it represents full retail price for this item. M.S.R.P. is a price that the factory intends to charge for replacement of this jewelry as a special order item. Therefore, M.S.R.P. price is only a guide for replacement and will help you to obtain insurance coverage. It should not be used as a guideline for what you pay. This M.S.R.P. is not an appraised value or market value, as these are different. Due to gemstones being hand cut, weights may vary slightly from posted weight.

We encourage bidders to educate themselves prior to bidding. Take the time to read up on grading, quality, CTW of gems, total gold gram weight and other relevant specifications regarding fine jewelry and then make an informed decision.

ESTIMATES

The replacement values quoted are for insurance purposes only and shall not be considered as the actual value of the item. Please remember that jewelry/gemstone evaluation, analysis and appraisals are extremely subjective, and therefore an estimate of the insurance replacement value may vary from one appraiser to another and such a variance does not necessarily constitute an error on the part of any appraiser. Diamonds and Colored Stones are generally graded only as mounting permits observation. The weight of Diamonds and

Colored Stones are estimated by formula and may not be completely accurate. Buyer assumes all risk in purchasing any item(s) auctioned by HJA. HJA shall not be responsible for any claims or disputes arising from any item described herein and HJA, its employees, members, agents and/or affiliates shall not be liable for any loss, damage or expense for any error in or omission arising from any information provided herein. HJA has made no representation or warranty in connection with any item(s) described herein.

VERIFICATION OF PROPERTY

It is the responsibility of prospective bidders to verify property before bidding to determine its condition. Your bidding will implicitly acknowledge that you have verified the items to your satisfaction or that you have chosen not to verify them prior to bidding and agree to accept the item (without objections) that you are bidding on. If you are uncertain about any item being auctioned, we strongly recommend that you e-mail us for more detailed information prior to bidding. If you are still uncertain about the item after contacting us, please refrain from bidding.

WITHDRAWAL

We reserve the right to withdraw any property prior to the end of the sale and shall have no liability whatsoever for such withdrawal.

WINNING & BIDDING

HJA reserves the right to accept or reject any bid for any reason whatsoever. The highest bidder acknowledged will be the actual Buyer. Should a dispute arise between bidders or in the event of doubt on HJA's part as to the validity of any bid, HJA will have the exclusive final discretion to determine the successful bidder, cancel the sale, or to re-offer and resell the item in dispute and are not responsible for any errors or omissions in connection therewith. HJA shall be the sole arbitrator in case of any disputed bid.

ABSENTEE BIDS

You've found a lot (item) that you like, but you don't want to come back to place a real-time bid during the auction. You can place an "absentee" bid instead. Here's how it works.

Approved bidders can place absentee bids up to one hour before the live event begins. When the auction starts, we will then process all the absentee bids and calculate what the winning absentee bid is. The winning absentee bid equals the second highest bid plus one bid increment. This value will be communicated to the auctioneer. Example

If you do not have an eBay account, you may place your absentee bids [here](#). If you have an active eBay account, please click [here](#) to place your bids through the eBay system.

RULES

Should any dispute occur between bidders, HJA reserves the exclusive right to cancel the auction and immediately re-list the item up for bid. HJA's sole discretion shall be binding upon all bidders. HJA reserves the right to group multiple lots together and prior to bidding, withdraw any lot from the sale. The highest bidder acknowledged by HJA shall be the Buyer except in the case where the bid is held by the reserve. HJA may accept or reject any bid amount at its sole discretion. HJA reserves the sole right to refuse to honor any bid that is not submitted in good faith or supported by references to the satisfaction of HJA. Buyer personally guarantees the payment of the item(s) for this sale. If HJA deems that the Buyer is in default, HJA may, in its sole discretion either cancel the sale of the lot(s) and retain as liquidated damages all of the funds paid by Buyer to HJA and/or resell the lot(s) in any matter necessary by HJA. HJA may be a consignor of this sale. HJA reserves the right to add or withdraw items to or from the auction at any time prior to or after the auction without notice even if buyer has already paid for the item (if the item is paid for by Buyer and withdrawn by HJA, then HJA shall provide a complete refund to Buyer). Buyer agrees to hold HJA harmless from any and all liability arising from HJA, its appointed officials, members, employees, auctioneer, the company and its agent and employees, the event organizers, sponsors and or volunteers in connection with this auction.

LIMITATION OF LIABILITY

Our liability to a Buyer will not in any case exceed the purchase price actually paid for an item. HJA shall not be liable for any breach or default of a consignor. HJA's liability for any breach, or act or omission cannot exceed the purchase price actually paid by the Buyer, and HJA shall not have any liability under any circumstances for special, indirect, incidental or consequential damages (including for loss of profits or revenue, costs of obtaining alternative property, claims of customers of buyer or otherwise), whether in contract, tort, negligence, strict liability, or otherwise, arising out of, resulting from or in any way relating to the item or its purchase, sale, delivery or non-delivery, or the acts or omissions of HJA or HJA's agents, representatives, officers, members, managers, directors, employees and/or affiliates.

SEVERABILITY

If any provision or portion thereof of the Conditions of Sale shall be void, unlawful or unenforceable under applicable law, that provision or portion thereof shall be deemed deleted and severed from the remaining provisions, and shall not affect the enforceability or validity of any of the remaining provisions.

NO ASSIGNMENT

Absent written consent from HJA, Buyers may not assign their rights or any of their obligations relating to an auction or other sale by HJA. Any assignment without HJA's written consent will be void.

COMPLETE AGREEMENT AND BINDING AGREEMENT

The Terms and Conditions (which for all purposes include the Conditions of Sale) contain all of the provisions applicable to the agreement between HJA, on the one hand, and each bidder and Buyer, on the other, with respect to the subject matter of the Terms and Conditions. The provisions of the Terms and Conditions supersede and extinguish all other agreements, representations or understandings, whether prior or contemporaneous, oral or written, between the parties concerning that subject matter. These Terms and Conditions shall be binding on Buyer's heirs, beneficiaries, executors, and successors and permitted assigns.

CONTRACT MODIFICATIONS AND WAIVER

These Terms and Conditions may not be changed, unless HJA agrees in writing. A waiver shall not be effective unless it is in writing and signed by the party alleged to have given the waiver. A waiver on one occasion by HJA shall not be a waiver on any other or future occasion or affect HJA's right to insist on strict performance of all other provisions.

CONTACT INFORMATION

Customer Service
support@hotjewelryauctions.com

Conflict Diamonds are sold by rebel movements to fund military campaigns in their region. Non-voting members of the World Diamond Council, together with the Jewelers of America, have worked with the United Nations, government bodies, commercial interests and civil society to introduce a workable system for the certification of the source of uncut diamonds. This system, known as the Kimberley Process, was formally adopted in November 2002 and was implemented on January 1, 2003. We support this policy 100% and we will never knowingly sell conflict diamonds.

Hot Jewelry Auctions is an online jewelry auction where you have thousands of items to choose from. We have a wide variety of jewelry: from ladies or men's jewelry; from white gold, yellow gold, two-tone and even three-tone; from 9K, 10K, 14K and 18K; from any type of jewelry, may it be a ring, bands, earrings, bracelet, necklace, pendant and brooch, we have it; from loose stone, loose gemstones or semi-mounts; from different gemstones: amethyst, aquamarine, citrine, diamond, emerald, garnet, iolite, kyanite, kunzite, morganite, multi-gemstone, opal, pearl, peridot, quartz, rubellite, ruby, sapphire, tanzanite, topaz and tourmaline. We also carry a selection of antiques style, vintage style, engagement, wedding, and anniversary jewelry. We are known for our chandelier earrings, hoop earrings, dangling earrings, stud earrings, semi-mount rings, solitaire rings, wedding bands, engagement rings, eternity rings, promise ring, right-hand rings, tennis bracelets, charm bracelet, cross pendant, heart pendant, and channel set diamonds.

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Our Commitment

- ▶ Satisfaction Guarantee 100%
- ▶ "No Hassle, No Questions Asked" return and refund policy
- ▶ Brand new jewelry with authenticity certificate
- ▶ On time and Insured Shipping
- ▶ Courteous staff
- ▶ Below wholesale prices direct from factory
- ▶ Easy consolidated checkout system
- ▶ Only 100% genuine gems & solid gold
- ▶ A beautiful design and finish at a great buy
- ▶ We honor all our Terms & Policies

100% Satisfaction Guarantee - If for any reason you are not satisfied with any item, return it for either an exchange or a refund of the purchase price.

All personal information you submit is encrypted and 100% secure



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Our Jewelries

Diamond | Black Diamond | Emerald | Ruby | Sapphire | Tanzanite | Aquamarine | Tourmaline | Amethyst | Citrine | Topaz | Garnet | Bridal | Ring | Bracelet | Necklace | Earring | Men's

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